

MILITARY MISSION

Agreement signed at Washington November 23, 1938

Entered into force November 23, 1938

*Extended by agreement of November 19, 1941, and February 19, 1942*¹

*Superseded by agreement of May 29, 1942*²

53 Stat. 2084; Executive Agreement Series 141

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE REPUBLIC OF COLOMBIA

In conformity with a request made by the Colombian Ambassador at Washington of the Secretary of State of the United States of America, the President of the United States of America, by virtue of the authority conferred by the Act of Congress, approved May 19, 1926, entitled "an Act to authorize the President to detail officers and enlisted men of the United States Army, Navy, and Marine Corps to assist the Governments of the Latin American Republics in military and naval matters",³ as amended by an Act of May 14, 1935,⁴ to include the Commonwealth of the Philippine Islands, has authorized the detail of officers constituting an American military mission to the Republic of Colombia upon the following agreed conditions:

TITLE I

Purpose and Duration

Art. 1. The purpose of the Mission is to cooperate with the Colombian Minister of War and Chief of Staff in the development and functioning of the aviation of the Colombian Army. Officers of the Mission will act wherever required by the Colombian Ministry of War as tactical and technical advisers to the Colombian Army with regard to aviation.

Art. 2. The Mission shall continue for three years from the date of the signature of this agreement by the accredited representatives of the Governments of the United States of America and the Republic of Colombia.

Art. 3. The agreement may be terminated if necessary in the interest of either Government upon notification duly delivered through diplomatic channels three months in advance.

¹ 56 Stat. 1413; EAS 237.

² EAS 250, *post*, p. 941.

³ 44 Stat. 565.

⁴ 49 Stat. 218.

Art. 4. Temporary assignments of officers additional to those enumerated in Title II may be arranged by mutual agreement for shorter periods, depending upon the circumstances in each case.

Art. 5. It is herein stipulated and agreed that while the Mission shall be in operation under this agreement, or under an extension thereof, the Government of the Republic of Colombia will not engage the services of any mission or personnel of any other foreign government for the duties and purposes contemplated by this agreement, unless agreed to the contrary between the Colombian Government and the Government of the United States.

TITLE II

Composition and Personnel

Art 6. The Mission will be composed at the outset of the following officers and men of the Regular Army of the United States of America: one Major or Captain of the Air Corps who shall be Chief of Mission; one Captain or First Lieutenant of the Air Corps, and three Noncommissioned Officers of the Air Corps. The senior officer will be Chief of the Mission, who will assure normally the direct relations of the Mission with the Minister of War and the Chief of Staff of the Army.

Art. 7. Any additions to the personnel of the Mission that may be considered advisable or necessary shall be mutually agreed upon in accordance with the provisions of Article 4.

TITLE III

Duties, Rank and Precedence

Art. 8. The members of the Mission shall be responsible solely to the Colombian Minister of War through the Chief of the Mission and shall act as tactical and technical advisers to the Colombian Army with regard to aviation.

Art. 9. In case of war between Colombia and any other nation, the Mission shall terminate within thirty days. In the case of an outbreak of civil war, the duties of the members of the Mission shall be immediately suspended, and at the option of the Government of the United States the Mission may be withdrawn immediately.

Art. 10. Precedence of officers composing the Military Mission with respect to Colombian officers shall be in accordance with their respective rank and seniority therein.

TITLE IV

Pay and Allowances

Art. 11. The members of the Mission shall receive from the Colombian Government pay and allowances equal to and additional to the pay and

allowances which they receive from the Government of the United States, but exclusive of any increase authorized for duty involving flying. The said salary shall be paid in twelve equal monthly installments, United States currency. Should any member of the Mission while so serving be promoted in the United States Army, he shall receive from the Government of the Republic of Colombia pay and allowances for his new rank as established according to United States Army regulations, payable as from the date of his promotion.

Art. 12. Each member of the Mission shall have the right to receive his Colombian pay beginning on the date of his departure from New York and continuing, upon completion of his service in the Mission, up to the date of his arrival in New York, proceeding each way by usual sea route. Any member of the Mission who fails to fulfill the terms of the contract without just cause will receive additional pay only up to the date of his departure from Bogotá, except in the case of illness or termination of the contract of the Mission, in which cases payment will be made up to arrival in New York.

Art. 13. It is further stipulated that the compensation received by members of the Mission shall not be subject to any Colombian tax now in force or which may hereafter be imposed, but should there, however, be at present or during the life of this agreement, any taxes which may affect the said compensation, such taxes shall be borne by the Colombian Ministry of War in order to comply with the provisions stipulated above that the salaries agreed upon shall be net.

Art. 14. The expenses of transportation by land and sea of the members of the Mission, their families, household effects and baggage, including automobiles, shall be paid in advance by the Colombian Government, these expenses including cost of packing and crating. Officers and their families shall be furnished with first-class accommodations, families being construed as wives and dependent children throughout the contract. It is understood, however, that the accommodations and allowances for travel and transportation of effects shall not exceed allowances prevailing in the United States Army.

With respect to an officer detailed for less than one year, the Colombian Government will not make provision for payment for transportation of the officer's family, household goods or automobile.

The household effects, baggage and automobiles of members of the Mission shall be exempt from customs duties and imposts of any kind in Colombia. The Government of the Republic of Colombia shall grant, upon the request of the Chief of Mission, free entry throughout the stay of the Mission in Colombia for articles for the personal use of members of the Mission and their families.

Art. 15. Members of the Mission who may become ill during the period of duty in Colombia shall be cared for by the Colombian Government. Any

member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

Art. 16. If a member of the Mission or one of his family should die in Colombia, the Colombian Government shall have the body transported to such a place in the United States as the family shall designate. Should the deceased be a member of the Mission, the Colombian Government shall pay the expenses of travel of the family and transportation of their effects to New York.

Art. 17. Each member of the Mission shall be entitled to one month's annual leave with full pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of such leave shall be cumulative from year to year during service as a member of the Mission. Members of the Mission shall have the privilege of spending the leave cited above in foreign countries.

Art. 18. In case members of the Mission are required to travel on official business for the Colombian Government they shall receive the same per diem allowances and transportation allowances as those granted to officers and men of similar rank of the Colombian Army.

TITLE V

Recall and Replacement of Members of the Mission

Art. 19. The United States may, if the public interest so requires, recall at any time any or all of the members of the Mission, substituting for them other officers acceptable to the Colombian Government, all expenses in connection therewith being incumbent upon the Government of the United States of America. If on the request of the Colombian Government, any member of the Mission is recalled for due and just cause other than the termination of his services or illness, all expenses connected with the return shall be incumbent upon the United States of America.

Art. 20. If cancellation of this contract be effected on the request of the United States of America, all expenses of the return of the Mission and all effects thereof to the United States shall be borne by the Government of the United States of America; should cancellation be effected on the initiative of the Colombian Government or as a result of war between Colombia and a foreign government, or as the result of the outbreak of civil war in Colombia, the Colombian Government shall bear these costs.

Art. 21. IN FAITH WHEREOF, the undersigned, being duly authorized, sign the present contract at Washington, District of Columbia, United States of America, the twenty-third day of November of 1938.

D. LÓPEZ PUMAREJO	[SEAL]
SUMNER WELLES	[SEAL]